



**Registration of a Charge**

Company name: **PORTBRIDGE PORTFOLIO NOMINEES 1 LIMITED**  
Company number: **11427481**



X7HO2UH5

Received for Electronic Filing: **30/10/2018**

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**Details of Charge**

Date of creation: **24/10/2018**  
Charge code: **1142 7481 0003**  
Persons entitled: **LLOYDS BANK PLC**  
Brief description:  
**Contains fixed charge(s).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**  
  
Certified by: **DWF LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 11427481

Charge code: 1142 7481 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th October 2018 and created by PORTBRIDGE PORTFOLIO NOMINEES 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th October 2018 .

Given at Companies House, Cardiff on 1st November 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

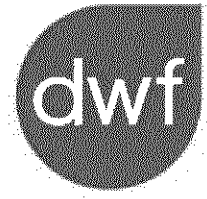


**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Creation Date 24/10/18



**ASSIGNATION OF RENTS**

by

**PORTBRIDGE PORTFOLIO NOMINEES 1 LIMITED**

in favour of

**LLOYDS BANK PLC**

**65/69 MURRAYGATE, DUNDEE**

**DWF LLP  
No. 2 Lochrin Square  
96 Fountainbridge  
Edinburgh  
EH3 9QA  
REF: N7969-4920**

WE, **PORTBRIDGE PORTFOLIO NOMINEES 1 LIMITED**, incorporated under the Companies Acts in (Company Number **11427481**) and having our Registered Office formerly at 5<sup>TH</sup> Floor, Maybrook House, 40 Blackfriars Street, Manchester M3 2EG and now at 1st Floor Rico House George Street, Prestwich, Manchester, Lancashire, England, M25 9WS in security of all advances and all sums of principal, interest and charges which are now or which may at any time become due, and all obligations and liabilities which are now or which may at any time become due to **LLOYDS BANK PLC**, incorporated under the Companies Acts (Company Number 2065) and having its Registered Office at 25 Gresham Street, London, EC2V 7HN (hereinafter referred to as "the Lender" which expression shall include its successors and assignees whomsoever) (all of which sums and obligations are hereinafter referred to as "our personal obligation"), DO HEREBY ASSIGN to and in favour of the Lender our whole entitlement to receive from each of the tenants (together "the Tenants") for the time being and from time to time under the Leases (together "the Leases") referred to in the Schedule annexed and executed as relative hereto, each as varied from time to time, all sums payable now and in the future in terms of the Leases in name of rent, including all interest or payments on late payment of rent and the whole amount of any future increase in rent resulting from the provisions of any of the Leases for review of rent (all together hereinafter called "the Rents"); And by our execution of these Presents we irrevocably direct and authorise each of the Tenants with effect from the date of intimation of this Assignment to such Tenants to pay and make over to the Lender or as the Lender may from time to time direct such of the Rents and all instalments thereof as (a) may then have become due by such Tenant under the relevant Lease and are unpaid and (b) thereafter become due, as and when the same fall due for payment; And the receipt of the Lender shall be as valid and effective an acknowledgment of all such payments as if given by us; And we bind and oblige ourselves that:-

1. The security created by this Assignment shall be a continuing security, shall not be affected by any fluctuations in our personal obligation or by the existence at any time of a credit balance on any current or other account, and shall be in addition and without prejudice to, and shall not be prejudiced by, any other security, heritable or moveable, or guarantee which the Lender holds or may hold in respect of our personal obligation or any part thereof, it being always in the power of the Lender to sell, dispose of, surrender or abandon all or any part of such securities or the shares of property to which they relate or allow these to be sold, disposed of, surrendered or abandoned and to apply the same to any account or item of account or any transaction to which the same may be applicable or to give up, cancel or relinquish any such guarantee without in any manner affecting the security hereby created or releasing our personal obligation.
2. It shall be in the power of the Lender, at its own discretion and without consulting us, to transact or compromise with or give time to any other party liable with or for us without impairing or affecting our liability under the security created by this Assignment.
3. At any time and from time to time after the Lender shall have lawfully demanded payment of any money or discharge of any obligation or liability hereby secured of which payment or discharge

was already due at the time of that demand or became due by virtue of that demand, the Lender shall have full power without any further notice being given to us to assign our interest in the Leases and generally to do everything in relation to the Leases which we, our executors, successors, representatives or administrators could have done if these presents had not been granted.

4. No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
5. All money received by the Lender in the exercise of any powers conferred by this Assignment shall be applied after the discharge of all liabilities having priority thereto in or towards satisfaction of such of the moneys, obligations and liabilities hereby secured and in such order as the Lender in its absolute discretion may from time to time conclusively determine.
6. Upon the occasion of any permitted assignment of the Tenants' interest in any of the Leases we shall forthwith intimate the same to the Lender with full details of the assignee and shall grant such further or additional deeds or documents as may be required to procure that such assignee shall continue to pay that part of the Rents due under the relevant Lease and all instalments thereof as provided for herein.
7. If the Lender receives intimation of any subsequent charge or security affecting the Leases the Lender may open a new account for us. If the Lender does not open a new account then unless the Lender gives express written notice to the contrary to us it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of us to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from us to the Lender at the time when it receives notice.
8. No failure to exercise and no delay in exercising on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise thereof, or the exercise of any other right, power or privilege. No waiver by the Lender shall be effective unless it is in writing.
9. The rights and remedies of the Lender herein provided are cumulative and not exclusive of any rights or remedies provided by law.
10. Each of the provisions of this Assignment is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11. This document shall be governed and construed according to the law of Scotland and we hereby  
prorogate the non-exclusive jurisdiction of the Scottish Courts.

We consent to registration hereof for preservation and execution: IN WITNESS WHEREOF these  
presents together with the Schedule annexed and signed as relative hereto are executed as follows:-

For and on behalf of **Portbridge Portfolio Nominees 1 Limited**

  
signature of witness

full name of above (print)

Brocha Issler  
3 Waterpark Road  
Manchester M7 4EU  
Secretary

address of witness

  
signature of Director/Authorised Signatory  
ANDREW BERKELEY

A BERKELEY  
full name of above (print)

16/10/18  
date of signing

Manchester  
place of signing

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING ASSIGNATION OF RENTS BY  
PORTBRIDGE PORTFOLIO NOMINEES 1 LIMITED IN FAVOUR OF LLOYDS BANK PLC

- 1) Lease between Irish Life Assurance Public Limited Company and Bank of Scotland Plc dated 25 November and 15 December both dates in 2017 and registered in the Books of Council and Session on 2 February 2018
- 2) Lease between Irish Life Assurance Public Limited Company and Phoneclinic4U Limited dated 14 March and 9 April and registered in the Books of Council and Session on 25 May, all dates in 2018

  
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PORTBRIDGE PORTFOLIO  
NOMINEES 1 LIMITED